

# **Exhibit C**

Case 1:12-cv-00275-DLC Document 70-3 Filed 03/18/14 Page 2 of 11

# ProCare Rx Long Term Care Pharmacy Provider Agreement

This Pharmacy Services Agreement is made by and between ProCare PBM and its subsidiaries ("ProCare") and the Pharmacy Providers listed in Exhibit A, ("each a Pharmacy Provider"), acting through their authorized agent, MHA Long Term-Care Network, Inc. to be effective July 28<sup>th</sup>, 2005 for the purpose of setting forth terms and conditions under which pharmacy services shall be rendered. For services rendered on or after the date indicated above, this Agreement supersedes and replaces any existing agreements between the parties relating to the subject matter enclosed.

In exchange for the mutual promises and agreements contained herein, both parties agree as follows.

## **SECTION 1 – DEFINITIONS**

1.1 Definitions used within this Agreement shall be defined only as recognized within Appendix A – Definitions, and shall not be misconstrued as any other terminology that might be used within the pharmaceutical industry unless otherwise omitted.

## **SECTION 2 - TERM**

2.1 This Agreement shall commence upon the date indicated as effective above and completed execution by both parties and shall remain in force for a period of three (3) years from the execution date, unless terminated prior to such date as provided in SECTION 2.2. The Agreement shall automatically renew for subsequent one (1) year terms on the anniversary date of the effective date above unless one party provides the other party with notice of its intent not to renew the Agreement at least sixty (60) days prior to the anniversary date.

2.2 ProCare reserves the right to suspend Pharmacy Provider's participation in this Agreement immediately if Pharmacy Provider is found to be in breach of any provision of this Agreement and breach is not cured within 30 days of notification by ProCare and/or has been found not to be acting in good faith. If the breach is found to be irreconcilable, ProCare may terminate this Agreement upon 7 days written notice to Pharmacy Provider.

2.3 The termination of this Agreement shall not relieve the Pharmacy Provider from its obligation to maintain confidential patient records for ProCare members, any information regarding ProCare itself, and the details of this Agreement for a period of five (5) years following termination of this Agreement.

## **SECTION 3 - DUTIES**

3.1 **Dispensing:** Under the terms and conditions of this Agreement, Pharmacy Provider agrees to dispense drugs to Covered Persons (as defined in Appendix A) in accordance with the licensed prescriber's prescription order that reside in nursing homes. It is the Pharmacy Provider's obligation to ensure that any pharmacist who is performing on behalf of the Pharmacy Provider shall use his or her professional judgment when filling prescription orders, and will comply with all legal, professional and ethical obligations applicable to pharmacists under the laws of the jurisdiction in which the prescription service is received. Pharmacy Provider shall provide drug product and/or services to all Covered Persons without regard to ethnic origin, religion, sex, age, or physical/mental health status. Pharmacy Provider shall provide the following:

- Drug packaging, labeling and delivery systems for routine LTC medication use (for example, unit dose, packaging in blister packs, bingo cards)
- IV Medications, specialized facilities to prepare IV medications and be able to furnish special equipment and supplies.
- Specialized drug delivery formulations, pill splitting, crushing, gel forms and suspensions.
- Drug delivery service on a routine, timely basis and access to urgent medications on an emergency basis (for example, 24-hour-a-day/7-day-a-week delivery);
- Pharmacist on call to handle emergency, after hours, and holiday calls;
- Emergency boxes and log systems;
- Standard ordering systems and medication inventories; and provide reports, forms and prescriptions ordering supplies for the delivery of quality pharmacy care.
- Drug disposition systems for controlled and non-controlled substances in compliance with State and Federal requirements
- For dispensing prescription drugs including but not limited to the performance of drug utilization review (DUR). In addition, the pharmacist must conduct DUR to routinely screen for allergies and drug interactions, to identify potential adverse drug reactions, to identify inappropriate drug usage in the population, and to promote cost effective therapy in the setting.
- Upon request provide written copies of the pharmacy procedures manual and said manual must be available at each LTC facility nurses' unit.
- Required to provide ongoing in-service training to assure that the facilities staff are proficient in processes for ordering and receiving of medications.
- Responsible for return and/or disposal of unused medications following discontinuance, transfer, discharge, or death as permitted by State Boards of Pharmacy. Controlled substances and out of date substances must be disposed of within State and Federal guidelines.

ProCare is in no way liable or responsible for the acts or omissions of pharmacists acting on behalf of the Pharmacy Provider or pharmacists acting under the terms of this Agreement as the Pharmacy Provider.

3.2 Verification: Pharmacy Provider agrees to verify, before dispensing drug products, whether an individual is a Covered Person by performing the following acts:

- With the exception of mail service Pharmacy Providers, reviewing a valid prescription benefit card; AND
- Verifying individual's eligibility on the date of service by use of the on-line processing services specifically provided by ProCare for electronic eligibility purposes OR
- Verifying eligibility by telephone in situations where on-line eligibility verification by ProCare is unavailable

ProCare shall not be required to reimburse Pharmacy Provider moneys for any drug provided to an individual who is not a Covered Person at the time of dispensing,

3.3 Co-payments, Deductibles & Delivery Fees: The Pharmacy Provider agrees to collect from each Covered Person or Representing Agent the applicable co-payment, co-insurance, and deductible on each prescription order. Any delivery fees billed to ProCare must be pre-approved prior to charge. It is the Pharmacy Provider's obligation to determine the applicable co-payment, co-insurance or deductible amounts through the use of the ProCare on-line processing system. It is ProCare's policy when the Usual and Customary amount is less than the co-payment the Pharmacy Provider shall collect the Usual and Customary amount regardless of the calculated price. Pharmacy Provider agrees that it shall not waive the co-payment, co-insurance or deductible on the part of a Covered Person without express written consent of ProCare, and that co-payment, co-insurance or deductible is the maximum allowable amount to collect from the Covered Person or Representing Agent. Pharmacy Provider may apply standard senior citizen or other discounts when Covered Persons are required to pay the full Usual and Customary charges for drug products and/or services.

## **SECTION 4 – PRESCRIPTION CARD**

4.1 Prescription Card: ProCare, or one of its contracted Plan Sponsors, will provide Covered Persons with a valid prescription card that indicates the individual has access to ProCare's services by means of a contract between ProCare and the Plan Sponsor providing the prescription plan benefit covering the individual. The prescription card may or may not specifically identify all dependents covered under the contract on the card.

4.2 Advertising: Pharmacy Provider may use or display the ProCare name and/or logo for particular use or display if Pharmacy Provider receives prior written approval from ProCare.

## **SECTION 5 – CLAIM SUBMISSION**

5.1 On-Line Submission: Pharmacy Provider shall submit all claims for drug products and services provided under this Agreement on-line to ProCare for adjudication of such claims, including, but not limited to, claims where Covered Person's payment to Pharmacy Provider is greater than the amount of the claim. In addition to required fields identified in the NCPDP Telecommunication Standard format specified by ProCare, Pharmacy Provider shall submit Usual and Customary charge on every claim.

5.2 Manual Submission: Pharmacy Provider may, only upon authorization by ProCare, submit manual claims for drug service or product. Based on the approval provided by ProCare, these claims may be submitted either on paper via a form approved by ProCare or on electronic medium, in a format approved by ProCare, and are subject to manual claim submission processing fees as applicable. If ProCare requests that Pharmacy Provider submit such claims, the manual claim submission processing fee will be waived.

5.3 Signature Log: Pharmacy Provider shall maintain either a manual or electronic signature log at each Pharmacy location upon which each Covered Person, or Representing Agent, receiving a drug product or service shall apply a signature. In addition, this log must include, but is not limited to, the Covered Person's name, the identification number, the prescription number and the date of service or fill date. Failure to comply with this requirement may be subject to drug product or service reimbursement and/or penalty as outlined in Section 10 – Access to Records.

## **SECTION 6 – REIMBURSEMENT**

6.1 Pricing: For drugs dispensed to Covered Persons under the terms of this Agreement, Pharmacy Provider shall be reimbursed for the drugs in accordance with the reimbursement formula set forth in Appendix B, which is incorporated herein by reference. The reimbursement may vary depending on the contract with Plan Sponsor and the network assigned to the Plan Sponsor as described in Appendix B. The reimbursement formulas set forth in Appendix B may be amended by ProCare upon thirty (30) days written notice to Pharmacy Provider. Pharmacy Provider has fourteen (14) days in which to make a written objection to ProCare.

In all cases, the Pharmacy Provider will receive as reimbursement for drugs dispensed an amount equal to the following:

- The lesser of the following amounts: Pharmacy Provider's Usual and Customary Charge less any mutually agreed discount percentage, the Pharmacy Provider's submitted cost, AWP less the applicable discount percentage calculated on the date of service or fill date, or the agreed MAC price as calculated on the date of service or fill date.
- Plus the applicable dispensing fee (not applicable to Pharmacy Provider's Usual and Customary Charge)
- Plus any submitted federal, state or local tax
- Less the Covered Person's applicable co-payment, co-insurance and/or deductible if any
- Less any contracted or standard processing fees as applicable

6.2 Transaction Fees: Pharmacy Provider shall be liable for transaction fees, which will be reported in detail to the Pharmacy Provider at the end of each financial cycle (see provision 6.4). These fees shall include:

- Transaction charge of **one dollar (\$1.00)** per payable non-authorized manual UCF or batch claim
- Processing charges of **twelve cents (\$0.12)** per reject for Duplicate Billing of Claim greater than 180 days old

6.3 **Payment:** ProCare will reimburse Pharmacy Provider within 30 days, on annual aggregated average, of processing of any claim for drug product or service eligible for reimbursement via check. Pharmacy Provider agrees that, in some cases, it shall await reimbursement for particular dispensed drugs until such time that ProCare receives payment for such drugs from the Plan Sponsor covering the Covered Person to whom the Pharmacy Provider dispensed the drug product or service.

6.4 **Financial Cycles:** ProCare's financial cycles are reconciled semi-monthly providing for issuance of Pharmacy Provider checks transfers twice monthly. Pharmacy Provider understands that these financial cycles may be changed or altered in rare circumstances as a result of a contractual obligation to a ProCare Plan Sponsor. In these situations, ProCare will notify Pharmacy Provider in the next subsequent check issuance or ACH transfer of any future financial cycle modifications. Pharmacy Provider further agrees that ProCare may withhold any check due that is under \$5.00 until such time that the total of all such checks withheld exceeds \$5.00 at which time all funds will be released.

## **SECTION 7 – REFUNDS**

7.1 **Refunds:** Pharmacy Provider shall refund ProCare any moneys paid to Pharmacy Provider under the following circumstances:

- Duplicate Payments – If ProCare makes payment to Pharmacy Provider for drug product or service when Pharmacy Provider has already received reimbursement from ProCare for those same drug products or services, then Pharmacy Provider shall refund to ProCare an amount equal to the duplicate payment made to Pharmacy Provider.
- Non-Covered Persons – If ProCare makes payment to Pharmacy Provider for drug product or service when Pharmacy Provider failed to properly verify the eligibility status, and the individual to whom the drug product or service was provided was not a Covered Person, Pharmacy Provider shall refund to ProCare an amount equal to the payment made to Pharmacy Provider for the identified drug product or service. Pharmacy Provider holds no responsibility to reimburse ProCare in situations where eligibility was successfully verified in the manner prescribed within this Agreement and Plan Sponsor applied retro-termination of Covered Person.
- Overpayments – If ProCare makes an over-payment to Pharmacy Provider for any reason, then Pharmacy Provider shall refund to ProCare an amount equal to the over-payment made to Pharmacy Provider.
- Errors – If ProCare makes an incorrect payment to Pharmacy Provider for any reason, then Pharmacy Provider shall refund to ProCare an amount equal to the incorrect payment made to Pharmacy Provider after ProCare provides written, substantiated proof that an error in payment has been made.

7.2 **Adjustments:** Pharmacy Provider agrees that ProCare maintains the right to electronically adjust any and all claims identified in the circumstances above if not notified by Pharmacy Provider.

7.3 **Negative Checks:** If prescriptions dispensed during a financial cycle yield a negative balance due from ProCare, ProCare shall maintain and carry forward the negative balance to a subsequent check issued to the Pharmacy Provider. ProCare will provide reconciliation reports to identify all claims held as carry-over claims.

Pharmacy Provider shall refund all amounts owed to ProCare under this Section within fourteen (14) days of the date Pharmacy Provider received notice of the request of the refund, or the date Pharmacy Provider discovers that a refund is owed to ProCare, whichever is earlier. If Pharmacy Provider fails to make such refund, then ProCare may withhold an amount equal to the refund owed to ProCare from any future payments due to Pharmacy Provider.

## **SECTION 8 – LICENSES**

8.1 The Pharmacy Provider, its employees and agents shall comply with all Federal and State laws of the jurisdiction in which the prescription service is received, as well as regulations necessary to lawfully perform the duties required under this Agreement. If Pharmacy Provider, its employees or agents fail to comply with any of these laws, rules, or regulations, then, in addition to being in breach of this Agreement, Pharmacy Provider is not entitled to any payments under this Agreement. Under this Agreement, Pharmacy Provider maintains full responsibility for patient counseling as prescribed by applicable Federal and/or State laws and does not release Pharmacy Provider from any existing or future Federal or State obligations.

## **SECTION 9 – INSURANCE & LIABILITY**

9.1 Pharmacy Provider shall, at all times, maintain professional liability and malpractice insurance on its employees or agents in the amount of \$1,000,000 per incident and \$1,000,000 annual aggregate if this Agreement is with an independent pharmacy provider, or \$3,000,000 annual aggregate if this Agreement is with an chain pharmacy provider. Pharmacy Provider, as an independent contractor, agrees to hold ProCare harmless and defend ProCare against any loss, cost, damage, claim, or suit arising out of, or in connection with, any acts or omissions on the part of Pharmacy Provider, its employees, or agents.

9.2 Both parties agree that it has taken all actions necessary to register, qualify or otherwise conform to all applicable laws, statutes and regulations governing its business and operations in each jurisdiction in which services shall be rendered under this Agreement. Both further agree that it shall indemnify, defend, and hold each other harmless from any claim, demand, action, damage or expense arising from or related to operation of its business, its failure to perform under this Agreement or its own negligence in the operation of its business and the performance of its covenants and obligations under this Agreement.

## **SECTION 10 – ACCESS TO RECORDS**

10.1 Pharmacy Provider agrees to permit either an independent third party auditor, or any auditor designated by ProCare access to its books, records, and facilities for the sole purpose of conducting an audit to ensure compliance of Pharmacy Provider in dispensing prescriptions to ProCare Covered Persons within the terms of this Agreement. ProCare may conduct such an audit provided it is reasonable in scope and provided that ProCare has notified Pharmacy Provider at least fourteen (14) days prior to the audit.

10.2 Pharmacy Provider agrees that ProCare and/or Plan Sponsor shall have the right to reclaim any money previously paid to Pharmacy Provider for drug products and/or services provided found not to be in compliance within the terms of this Agreement. ProCare shall provide detailed reports in writing for any or all drug products or services stating exact non-compliant details for each drug product or service for which recovery has been requested.

## **SECTION 11 – CONFIDENTIALITY**

11.1 The parties agree that any information that may be exchanged between the parties is necessary to provide the pricing formulas requested by buyers of ProCare's services. Any of Pharmacy Provider's information considered as trade secret that may be received by ProCare shall be kept confidential. The information will be used only to carry out and accomplish the purposes of this Agreement. ProCare will take reasonable steps to prevent the intentional or unintentional release or use of this information for purposes other than those set forth in this Agreement.

11.2 ProCare may supply prescription claim information to any external parties for the purposes of rebating, clinical services, or other such services as contracted by ProCare. In all cases, any information considered as trade secret shall remain confidential as outlined above.

11.3 *HIPAA Compliance:* Both parties agree to comply with all federal regulations and guidelines specified in Health Insurance Portability & Accountability Act of 1996 (public Law 104-191) covering patient confidentiality and data security. A separate Business Associate Agreement shall be attached. ProCare agrees that it shall take all necessary precautions to adhere to such laws including online security, compliance of reports, remittance files, screen displays, etc. Under such guidelines, Pharmacy Provider agrees that it shall comply with such laws and guidelines in providing confidential information and access to those associates supporting prescriptions dispensing and remittances. A separate Business Associate Agreement shall be executed and on file.

## **SECTION 12 – NON-EXCLUSIVE**

12.1 This Agreement is a non-exclusive agreement for the provision of pharmaceutical services. Either party may, at any time, enter into any other agreement to dispense drugs or conduct other business with any other party. This Agreement does not restrict the right of any party to conduct business, offer services, or enter into any arrangement with another entity or individual. This Agreement is executed to provide greater access to drugs and pharmacy services to the consumers at large, and to facilitate a fair, cost effective and efficient distribution network for such items.

## **SECTION 13 – ASSIGNMENT & AGREEMENT**

13.1 Pharmacy Provider may not assign this Agreement to any other entity, whether in connection with a merger, consolidation, sale or otherwise, without the written consent of ProCare. This contains the entire Agreement and understanding between the parties, written or verbal, and shall be binding upon the representatives, successors and assigns of the parties whether or not consent to the assignment has been obtained.

## **SECTION 14 – GOVERNING LAW**

14.1 This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

## **SECTION 15 – ARBITRATION**

15.1 Both parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Such negotiations shall be a condition precedent to the filing of any arbitration demand by either party. The parties agree that any controversy or claim arising from or relating to this Agreement, or the breach thereof, whether involving a claim, contract or otherwise, shall be settled as follows:

- a. In the event that a party believes that a dispute has arisen, that party shall so notify the other party. Within 15 working days of such notice, an Executive Committee, composed of equal membership of ProCare and Participating Provider representatives with one senior executive from each side, shall meet and confer in good faith in an attempt to resolve the dispute. If the dispute is not resolved within 30 days of said meeting and a party wishes to pursue the dispute, the party shall refer the dispute to binding arbitration in accordance with commercial rules established by the American Arbitration Association ("AAA"). All such arbitration proceedings shall be administered by the AAA; however the arbitrator shall be bound by applicable state and federal law, and shall issue a written opinion setting forth findings of fact and conclusions of law. Both parties agree the decision of the arbitrator to be final and binding. The party against whom the award is rendered shall pay any monetary award and/or comply with any other order of the arbitrator within 60 days of the entry of judgment. In no event may the arbitration be initiated more than 90 days from the date of the Executive Committee's first meeting.
- b. In all cases submitted to the AAA, both parties agree to equally share any administrative fee as well as the arbitrator's fee, unless otherwise assessed by the arbitrator. The administrative fees shall be advanced by the initiating party subject to final apportionment by the arbitrator in the award.
- c. The arbitrator shall have no power to award any punitive damages or exemplary damages or to ignore or vary terms of this Agreement, and shall be bound by controlling law. The parties agree that the arbitrator's award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce said award.
- d. Should the parties, prior to submitting a dispute to arbitration, desire to utilize other partial dispute settlement techniques such as mediation or fact-finding, a joint request for such services may be made to the AAA, or the parties may initiate such other procedures upon which they mutually agree.

**SECTION 16 – AMENDMENTS**

16.1 This Agreement may be amended by ProCare by giving thirty (30) days written notice of a proposed amendment to Pharmacy Provider to which Pharmacy Provider does not make a written objection to ProCare within 15 days after receipt of the proposed amendment.

**SECTION 17 – SEVERABILITY**

17.1 If any provision of this Agreement is found to be unenforceable, illegal, or void, then the remainder of the Agreement shall remain in full force and effect.

**SECTION 18 – CMS REQUIREMENTS**

18.1 Provider agrees and understands that the requirements of this MMA Addendum are based on applicable laws and regulations and Centers for Medicare and Medicaid Services (CMS) guidelines. Provider also agrees and acknowledges that all or substantially all of these contracting requirements will be contractual requirements of all contracts or subcontracts that ProCare has with other pharmacy entities which provide services and products to Medicare members enrolled in a plan administered by PDP Sponsor. Provider understands that in the event this MMA Addendum conflicts with the provisions within the Agreement, the provisions outlined in this MMA Addendum will apply.

18.2 Provider agrees to comply with all applicable state and federal privacy and security laws and regulations, including the confidentiality and security provisions stated in the regulation 42 CFR 423.136 for the MMA Part D program. Provider further agrees to make records available in accordance with 42 CFR 423.505. If Provider violates these applicable laws and regulations or the provision of this MMA Addendum, ProCare shall have the right to terminate this Agreement.

18.3 Provider agrees to inform the PDP Part D enrollee at the point of sale the lowest-priced, generically equivalent drug, if one exists for the beneficiary's prescription as well as any associated differential price.

18.4 Provider agrees that Medicare Part D beneficiaries are not liable for fees that are the responsibility of PDP Sponsor.

18.5 Provider agrees and acknowledges that PDP Sponsor, CMS and ProCare will monitor the performance of Provider on an ongoing basis with respect to the administration of the Medicare Part D benefit, and such activity or responsibility may be revoked by ProCare if CMS, ProCare or PDP Sponsor determines Provider has not performed satisfactorily.

18.6 ProCare in order to support MMA Part D programs for PDP Sponsors, shall have the right to suspend services by or exclude any specific pharmacy or all Provider pharmacies from the Provider network only with respect to the administration of the Medicare Part D drug benefit for its Medicare beneficiaries. This provision shall in no way apply to the provision of services by said pharmacy(s) for other MMA plans or for non-Medicare beneficiaries of ProCare participating in a non-MMA network.

In witness thereof, each of the parties has caused this Agreement to be duly executed on the date(s) indicated below by their respective signatures.

**PROCARE**

Signature: \_\_\_\_\_  
 Print Name: Roger D. Burgess  
 Title: CEO, ProCare Rx  
 Date: \_\_\_\_\_

**PHARMACY:**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

*Return completed agreement to:*

**ProCare Rx**  
**Attn: Pharmacy Contracting Dept.**  
**3090 Premiere Parkway, Suite 100**  
**Duluth, GA 30093**



**APPENDIX A – Definitions**

The terms found within this Agreement shall have the following and only meaning:

**Average Wholesale Price:** Average wholesale price for a drug product as established in the ProCare drug file updated no less than twice monthly. The source for this price shall be First DataBank, or any such other national drug database supplier ProCare may designate.

**Benefit Plan Design:** Suite of drug benefits established by and/or for a Plan Sponsor, to contain but not limited to coverage inclusions/exclusions, limitations, pricing, DUR, DAW, network and formulary rules.

**Brand Product:** Any drug product identified in the ProCare drug file as a non-generic product available from either single or multiple sources.

**Carry-over Claim:** Any claim, positive or negative, included in a batch of claims not paid to Pharmacy Provider due to negative balance due on a single check.

**Co-payment or Co-Insurance:** Amount a Covered Person is required to pay for drug product or services.

**Covered Person:** Any individual, either contract or dependent, who is properly enrolled in or covered by a Plan Sponsor under a Benefit Plan Design.

**Deductible:** Amount of charges for drug products or services over a specified time frame that a Covered Person is required to pay as specified within the Benefit Plan Design.

**DAW Code:** “Dispensed as Written” – now known as “Product Selection Indicator”, are codes developed and currently adopted by NCPDP, designating reason for brand product dispensing.

**Drug Formulary:** List of preferred drug products, established by and/or for ProCare that may be dispensed by Pharmacy Provider to Covered Persons as specified in a Benefit Plan Design.

**Drug Product or Service:** Any drug medication or consultation service (required to be given in connection with a drug medication) rendered to a Covered Person by Pharmacy Provider.

**Generic Product:** Any drug product identified in the ProCare drug file as a non-branded product available from multiple sources.

**Licensed Prescriber:** Doctor of Medicine, or any other healthcare professional duly, licensed and qualified under the laws of the jurisdiction in which services are rendered who may legally prescribe drug products for Covered Persons.

**Maximum Allowable Cost or (MAC):** List of drug products, including the maximum allowable unit cost, that will be used to calculate reimbursement to Pharmacy Provider at a generic drug level established by ProCare. MAC List is subject to periodic review and modification by ProCare or an assigned agent.

**Prescription Benefit Card:** Printed ID card issued to a Covered Person of a Plan Sponsor indicating that the Covered Person is eligible for a specific Benefit Plan Design. Presentation of a card does not always guarantee coverage.

**Provider:** Manufacturer of drug products (“Drug Provider”) and/or dispenser of drug products and/or services (“Pharmacy Provider”), acting either as, but not limited to, a single (independent) or multiple (chain) entity that has entered into this Agreement with ProCare.

**Pharmacy Payment:** Payment amount described in Appendix B that is payable under this Agreement.

**Plan Sponsor:** Entity who issues, sponsors or administers a suite of drug benefits. Plan Sponsor is contracted to ProCare to use a ProCare participating Pharmacy Provider for drug products and services to provide drug benefits to a Covered Person.

**Representing Agent:** Any individual assigned by a Covered Person to purchase drug products on behalf of a Covered Person.

**Usual & Customary or U&C:** Reasonable and customary fees Pharmacy Provider would normally charge any person not covered under any contracted Benefit Plan Design for that quantity, on that date, inclusive of any special promotions or discounts in effect on that date.

**APPENDIX B – Network Participation**

ProCare offers several different pharmacy provider networks depending on the contractual agreements with our clients. ProCare's assignment of a client to a particular network is dependent solely on the client's size, market share, utilization, and access needs, not on competitive pricing. AWP discounts and dispensing fees will be determined by actual size and regional/national saturation base. Where possible, ProCare will identify the network assignment through the logo on the prescription card presented by the Covered Person. ProCare offers the following pharmacy network arrangements, with all pricing comparisons performed as stated in section 6.1:

**ProCare "Long-Term Care" Network**

This is a network built specifically for provision of services to hospice patients, whether they reside at a hospice facility or nursing home, or are under supervised home care. This Pharmacy Provider network will consist of a limited number of providers that can support the demanding needs of this special population that may include delivery. In almost all cases, ProCare will NOT require any special information to be submitted by the pharmacist.

**Oral Medications:**

Brands: AWP - 13% + \$4.50 dispensing fee

Generics: Procure RX MAC + \$4.50 dispensing fee

Generics: AWP - 35% or HCFA, MAC + \$4.50 dispensing fee

- Provide all pharmaceutical therapies
- Provides all intravenous and enteral supportive therapies to patients located in the nursing home setting.
- Provide free delivery and 24-hour service with a service guarantee of 4-hours from initial physician order.

Pharmacy Provider shall offer the rates shown below for specialty pharmacy enteral and infusion products offered through ProCare PBM network to ProCare Clients.

Continuous (24 hours or more)	S9351/\$25.00	AWP – 15%
Intermittent (less than 24 hours)	S9370/ \$25.00	AWP – 15%
<b>Included in the per diem rates for Anti-Emetic Therapy:</b> Home infusion therapy, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem		

Not Otherwise Classified (NOC)	S9494/ \$25.00	AWP – 15%
<b>Included in the per diem rates for Anti-Infective Therapies:</b> Home infusion therapy, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem		

Single Lumen	S5498	\$8.00
More than one Lumen	S5501	\$10.00
Implanted Port	S5502	\$10.00
<b>Included in the per diem rates for Catheter Care:</b> Home infusion therapy, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem		

Pharmacy services, not otherwise specified, per hour (per medication)	S9810	\$4.50
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Pharmacy services, for delivery (per medication)	D8889	\$1.25
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<b>Bolus therapy administration</b>		
	<b>S9343/ \$5.00</b>	AWP – 15%
<b>Gravity therapy administration</b>		
	<b>S9341/ \$5.00</b>	AWP – 15%
<b>Administration via pump</b>		
	<b>S9342/ \$5.00</b>	AWP – 15%
<b>Included in the per diem rates for Enteral Nutrition Therapy:</b> Home therapy, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (enteral formula and nursing visits coded separately), per diem		

<b>Injection, heparin sodium, (heparin lock flush), per 10 ml</b>		
	<b>J1642</b>	AWP – 15%
<b>Injection, sodium chloride, 0.9%, 2 ml</b>		
	<b>J2912</b>	AWP – 15%
<b>IV FLUIDS</b>		
	<b>S9378</b>	<b>\$12.00</b>
<b>&lt; / = 1.0 - liter per day</b>		
	<b>S9374</b>	\$30.00
<b>&gt;1.1 to 2.0-liters per day</b>		
	<b>S9375</b>	\$40.00
<b>&gt;2.1 to 3.0 -liters per day</b>		
	<b>S9376</b>	\$45.00
<b>&gt; than 3.1 -liter or more per day</b>		
	<b>S9377</b>	\$50.00
<b>Included in the per diem rates for Hydration Therapy:</b> Home infusion therapy, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem		
<b>Continuous (24 hours or more)</b>		
	<b>S9326/ \$35.00</b>	AWP – 15%
<b>Intermittent (less than 24 hours)</b>		
	<b>S9327/ \$35.00</b>	AWP – 15%

**Included in the per diem rates for Pain Management:**

Home infusion therapy, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem

PICC Line Kit Supplies	S5520	\$80.00
Midline Kit Supplies	S5521	\$72.00

**PICC/ Mid-Line Supplies Includes:**

Home infusion therapy, all supplies (including catheter) necessary for a PICC or MIDLINE

Injectables	S9542/ \$15.00	AWP – 15%
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**Included in the per diem rates for Non-Infused Therapies Not Listed:**

Home injectable therapy, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem

These price list may be amended from time to time as drugs need to be added or come to market and includes the most common specialty enteral products used by PLAN and is NOT all inclusive. Specialty enteral drugs are subject to discount changes based on market availability.

**PROCARE****PHARMACY:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Roger D. Burgess

Print Name: \_\_\_\_\_

Title: CEO, ProCare Rx

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C - Required Credentialing Information**

Pharmacy Name: \_\_\_\_\_ NABP #: \_\_\_\_\_

Pharmacy Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

County: \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Federal Tax I.D. #: \_\_\_\_\_ State License #: \_\_\_\_\_

Software Vendor: \_\_\_\_\_ Switching Company: \_\_\_\_\_

Remittance Media Type: \_\_\_\_\_ Paper \_\_\_\_\_ Website Only \_\_\_\_\_ Other

Professional Insurance Carrier: \_\_\_\_\_

Policy Limits/Amount of Coverage: \_\_\_\_\_

(\*please refer to section 9 of the Agreement for insurance requirements)

Is Pharmacy subject to any outstanding regulatory or disciplinary action? Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes", please explain: \_\_\_\_\_

**Chains - Please attach a complete listing of all pharmacy locations**

Does pharmacy provide 24 Hour service? Yes \_\_\_\_\_ No \_\_\_\_\_

Does pharmacy provide Delivery service? Yes \_\_\_\_\_ No \_\_\_\_\_

Does pharmacy provide Compounding service? Yes \_\_\_\_\_ No \_\_\_\_\_

Does pharmacy provide Durable Medical Equipment (DME)? Yes \_\_\_\_\_ No \_\_\_\_\_

Does pharmacy provide community service programs? Yes \_\_\_\_\_ No \_\_\_\_\_

Pharmacy Type: Retail Mail Grocery Department Store Long Term Care  
(circle one)

Send one check to a chain or third party: \_\_\_\_\_ Send check to individual stores: \_\_\_\_\_  
(please provide remittance address)

Home page for web site: \_\_\_\_\_